

FIRST LEASE AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 5 day of October 2010, by and between TA/WESTERN LLC, (hereinafter called "Landlord"), and MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, Landlord and the County are parties to that certain Lease dated September 25, 2000 with respect to certain premises consisting of approximately 3,769 square feet and commonly known as the Suite 150 of the office building located at 15825 Shady Grove Road, Rockville, Maryland (the "Building"); and

WHEREAS, Landlord and the County now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreement herein contained, Landlord and the County agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

1. **TERM**

Section TWO (2) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

The First Lease Amendment Term shall be for Two (2) years, commencing July 1, 2010 and terminate June 30, 2012. The County may terminate this First Lease Amendment at any time after December 31, 2011 by giving the Landlord ninety (90) days notice at any time during the Lease Term.

2. **BASIC RENT**

Sections THREE (3) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

The County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule;

	<u>Basic Annual Rent</u>	<u>Basic Monthly Rent</u>
Year 1	\$129,549.36	\$10,795.80
Year 2	\$133,435.84	\$11,119.65

4. NON-MODIFICATION

Except as modified by this First Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

5. NOTICES:

All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

THE COUNTY:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

THE LANDLORD:

TA/WESTERN LLC
c/o McShea & Company
100 Lake Forest Boulevard, Suite 500
Gaithersburg, Maryland 20877

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first written above.

WITNESS:

LANDLORD:

BY: TA/WESTERN LLC

Daniel D. Colwell

By: [Signature]

Name: Heather L. Hohenthal

Title: Regional Director

Date: 10/5/10

WITNESS:

TENANT:

MONTGOMERY COUNTY, MD

Julie L. White

By: Diane R. Schwartz Jones

Name: Diane R. Schwartz Jones

Title: Assistant Chief administrative Officer

Date: 11/3/10

APPROVED AS TO FORM
RECOMMENDED AND LEGALITY
OFFICE OF THE COUNTY
ATTORNEY

By: [Signature]

By: Cynthia Breneman

Cynthia Breneman, Director
Office of Real Estate

Date: 9/23/10

Date: 9/21/10

15825 Shady Grove Rd.
Ste. 150